

**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AWARDED CONTRACTS TO U.S. LUBRICANTS, LLC (DBA DINOS ENVIRONMENTAL) AND ENVIROWASTE SERVICES GROUP, INC. FOR STORM DRAIN PIPE, MANHOLE, AND CATCH BASIN CLEANING AND CLOSED-CIRCUIT TELEVISION INSPECTIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 3, 2019, the Village of Key Biscayne ("Village") issued Request for Proposals No. 2019-01-03 ("RFP") for storm drain pipe, manhole, and catch basin cleaning and closed-circuit television inspections ("Project"); and

**WHEREAS**, the Village received several proposals in response to the RFP; and

**WHEREAS**, after review and consideration of the proposals submitted in response to the RFP, the Village Manager recommends awarding contracts for the Project to U.S. Lubricants, LLC (dba Dinos Environmental) ("U.S. Lubricants") and Envirowaste Services Group, Inc. ("Envirowaste") as the lowest responsible and responsive bidders; and

**WHEREAS**, the Village Council desires to select and award contracts to U.S. Lubricants and Envirowaste for the Project in the amounts of \$226,792 and \$288,154, respectively, and authorize the Village Manager to execute a contract with U.S. Lubricants and Envirowaste ("Contract") in substantially the forms attached hereto as Exhibits "A" and "B"; and

**WHEREAS**, the Village Council finds that the adoption of this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Award of Contracts.** That the award of contract to U.S. Lubricants as the prime contractor and Envirowaste as the secondary contractor in an amount not to exceed \$226,792 and \$288,154, respectively, for the Project pursuant to the RFP is approved.

**Section 3. Authorization.** That the Village Council hereby approves the Contract and authorizes the Village Manager to execute Contracts with U.S. Lubricants and Envirowaste in substantially the forms attached hereto as Exhibits "A" and "B" and execute any related or necessary documentation on behalf of the Village, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the Village Council hereby authorizes the Village Manager to take any and all action which is reasonably necessary to implement the purpose of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 26<sup>th</sup> day of February, 2019.

ATTEST:

  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

  
MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY

# EXHIBIT "A"

**SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND  
U.S. LUBRICANTS, LLC (DBA DINOS ENVIRONMENTAL)**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **U.S. LUBRICANTS, LLC (DBA DINOS ENVIRONMENTAL)**, a Florida Limited Liability Company, whose principal address is 3636 NW 48<sup>th</sup> Street, Miami, Florida 33142 (hereinafter, the "Contractor").

**WHEREAS**, on January 3, 2019, the Village issued Request for Proposals No. 2019-01-03 ("RFP") for storm drain pipe, manhole, and catch basin cleaning and closed-circuit television inspections ("Project"); and

**WHEREAS**, in response to the RFP, on February 5, 2019, the Contractor submitted a proposal ("Proposal"), which is incorporated and attached hereto as Exhibit "A," for the Services (as hereinafter defined) and was awarded a contract; and

**WHEREAS**, the Contractor and Village, through mutual negotiation, have agreed upon a rate schedule as set forth in Exhibit "B" (the "Rate Schedule") in connection with the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

**1. Scope of Services.**

- 1.1. The Contractor shall furnish the Services and provide deliverables for various aspects of the Project for the Village, as requested by the Village and detailed in a "Statement of Work" which the Village will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2. Prior to commencement of work on a specific Project, the Contractor will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto.
- 1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Contractor with a Notice to Proceed to perform the Services

set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. The Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").

1.5. The Contractor shall abide by the terms and requirements of the RFP, as though fully set forth herein.

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for twenty-four (24) months thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

3.1 Compensation for Services provided by Contractor shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Scheduled attached hereto.

3.3 During each Project, Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each Project. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. SubContractors.**

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities.**

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

**7. Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Village is a party.

**8. Termination.**

- 8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- 8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3 In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
  - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in

performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

**11. Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses,



suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:       Andrea Agha  
                                  Village Manager  
                                  Village of Key Biscayne  
                                  88 West McIntyre Street  
                                  Key Biscayne, FL 33149

With a copy to:       Chad Friedman, Esq.  
                                  Village Attorney  
                                  Weiss Serota Helfman Cole & Bierman, P.L.  
                                  2525 Ponce de Leon Blvd., Suite 700  
                                  Coral Gables, FL 33134

For the Contractor:   U.S. Lubricants, LLC (dba Dinos Environmental)  
                                  Attn: Jose L. Fernandez  
                                  3636 NW 48<sup>th</sup> Street  
                                  Miami, FL 33142

**14. Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or

relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

- 16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village’s custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jennifer Medina**  
**Mailing address: 88 West McIntyre Street**  
**Key Biscayne, FL 33149**  
**Telephone number: 305-365-5506**  
**Email: [jmedina@keybiscayne.fl.gov](mailto:jmedina@keybiscayne.fl.gov)**

**17. Nonassignability.**

- 17.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

19.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**22. Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.**

23.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Public Entity Crimes Affidavit.**

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONTRACTOR:**

**U.S. LUBRICANTS, LLC (DBA DINOS ENVIRONMENTAL)**, a Florida Limited Liability Company

By: \_\_\_\_\_

Name: Jose L. Fernandez

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE VILLAGE:**

**VILLAGE OF KEY BISCAYNE**, a  
Florida municipal corporation

By: \_\_\_\_\_  
Andrea Agha  
Village Manager  
Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jennifer Medina  
Village Clerk, CMC

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Scope of Services are those contained in Contractor's Proposal dated February 5, 2019, attached hereto and incorporated herein by reference.





## **REQUEST FOR PROPOSALS**

**No. 2019-01-03**

**STORM DRAINAGE PIPE, MANHOLE AND CATCH BASIN CLEANING  
AND CLOSED -CIRCUIT (CCTV INSPECTION)**

### **VILLAGE OF KEY BISCAYNE**

#### **VILLAGE COUNCIL**

Michael W. Davey, Mayor  
Allison McCormick, Vice Mayor  
Luis Lauredo  
Edward London  
Brett Moss  
Katie Petros  
Ignacio Segurola

#### **VILLAGE ATTORNEY**

Weiss, Serota, Helfman, Cole & Bierman, P.L.

#### **OFFICE OF THE VILLAGE CLERK**

Jennifer Medina, CMC

#### **ADMINISTRATION**

Andrea Agha, Village Manager

municipal clients) for whom the proposer has completed work similar in scope and volume as the work referenced herein. References must be projects completed or in progress within the last five (5) years. For all references submitted, Bidders shall submit at a minimum the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

- c. By submitting a bid, the bidder authorizes the Village (Manager or designated staff) to contact the firm's stated references for the purposes of evaluation for this Project. Any information obtained from the references will not be disclosed to the Bidder.
- d. Bidder must have the capability to provide a performance and payment bond for the project. The Village reserves the right to require performance and payment bonds from the successful bidder. Bidders shall submit a Letter of Intent from an **A-rated Financial Class V Surety Company** to bond the project.
- e. **Financial Stability and Strength:** The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Bidder's responsibility and ability to perform the Contract, the Village has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder. The Village reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Bidders may be required to submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). **DO NOT include Financial Statements with your proposal.**

The Village reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

9. **WARRANTY**

Neither the final payment nor any provision of the Contract Documents, nor the use of the equipment or materials by the Village shall constitute an acceptance of items found not to comply with requirements of the Contract Documents. The Contractor shall furnish suitable warranty and guarantee equal to that generally furnished to purchasers of the equipment or materials described herein. Please refer to the Supplementary Conditions (Section 00800) for additional express warranties by Contractor.

10. **INSURANCE**

Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual insurance policies as required herein and certificates of insurance shall be

Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

e) Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Bidder shall be fully responsible for the payment of any deductible or self-insured retentions in the event of any claim.

f) The provisions of this section shall survive termination of this Agreement.

11. ELIGIBLE PROPOSERS

The Village reserves the right, before awarding a Contract, to require a Proposer to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the Proposer. The Contract will be awarded only to a Proposer fully qualified to undertake the proposed work. All material or services must meet all applicable Federal, State and Local specifications and permit requirements.

12. SAFETY PRECAUTIONS

The bidder shall maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient safety standards required by Municipal, County, State and Federal ordinances and laws.

13. PRE-BID INSPECTION

The bidder, before submitting a Proposal, is required to visit and examine the site of the work and satisfy itself about the character of the work, any possible difficulties, and all conditions and circumstances which do and may affect the work.

14. CONTRACTOR'S QUESTIONNAIRE

Appendix B contains the form entitled "Contractor's Questionnaire." This form must be completed and submitted as an integral part of the bid package.

15. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City. Contract Coordinator shall be notified in writing within 2 hours of any incident involving damage to public or private property by Contractor, sub-contractors or other agents of the Contractor.

16. EQUAL EMPLOYMENT OPPORTUNITY: The Village, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that: No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract. Specifically:

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a

## **GENERAL REQUIREMENTS AND SCOPE OF WORK**

### **1. OBJECTIVE**

In accordance with the attached specifications, the Village of Key Biscayne ("Village") seeks to establish a contract for storm drainage pipe, manhole, and catch basin cleaning and closed-circuit television (CCTV) inspection with digital videoing services. Services include all equipment, manpower, supervision, tools, vehicles, materials, cleaning, and maintenance of traffic, inspection and digital video for 12" through 48" gravity storm drainage pipes located throughout the Village. Inspections shall identify the location and extent of storm drainage pipe defects and shall provide a means to determine rehabilitation needs.

### **2. DESCRIPTION**

Work is inclusive of all equipment, manpower, supervision, tools, vehicles, materials, cleaning, and maintenance of traffic, incidentals, inspection and digital video for 12" through 48" gravity storm drainage pipes, manholes, and catch basins along with inspection reports, logs. Inspection reports and logs shall identify the observations encountered during inspection and the location and extent of storm drainage pipe defects and shall provide a means for the Village to determine rehabilitation needs.

It is the intent of this Specification to provide for the cleaning of storm drainage pipelines and subsequent inspection utilizing closed-circuit television techniques to identify the location and extent of pipeline defects, to determine rehabilitation needs and to document pre-rehabilitation pipeline condition.

This is a unit price term contract and work assignments will be issued to the successful Contractor on an ongoing basis. The Village does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item in this bid. The estimated quantities are to be used to establish unit prices based on the volume of work that is anticipated. Unit prices bid will be used to determine contract awarded. A map provided with this bid to show representative pipe and structure locations.

### **3. REQUIREMENTS**

- 3.1 Contractor must demonstrate their capacity to handle the work load of this contract for cleaning and inspection of approximately 90,000 linear feet annually and be in good standing with State and local government agencies with a proven record of satisfactorily performing work.
- 3.2 Video inspections and camera operations shall be in accordance with the National Association of Drainage Companies (NASSCO) Pipeline Assessment and Certification Program and software (PACP). All Contractors' personnel shall be certified in this program and be trained in locating breaks, obstacles and service connections by CCTV.
- 3.3 The work superintendent and all personnel involved in traffic control must be MOT certified.
- 3.4 Pipe cleaning, CCTV inspections and video recordings shall follow specifications set forth in:
- 3.5 Contractor shall have a representative on site at all times.
- 3.6 The Contractor shall conduct his operations in strict accordance with all applicable Federal, State, and local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as personnel and equipment involved in the project.
- 3.7 All work shall be in accordance with the latest OSHA confined space entry regulations and all other applicable safety codes or standards. No additional compensation will be allowed for OSHA or other safety code requirements.

- 6.3 **Cost Estimate & Schedule:** The Contractor shall have five (5) calendar days to respond to new work assignments by corresponding and meeting to inspect the job site. Five (5) calendar days later the cost proposal is due and shall accompany MOT and a schedule that will be adhered to in completing the work. The cost estimate shall detail the quantities and all contract line item unit prices with extended totals and any unspecified work shall be thoroughly described.
- 6.4 Upon Village acceptance of Contractor's cost estimate, a Purchase Order (PO) will be issued as authorization to begin work. Work shall commence within fourteen (14) calendar days after receipt of the PO.
- 6.5 Execution of cleaning and televising work shall adhere to the schedule provided with the cost estimate. Delivery of video recordings on DVDs or flash drives, shall be accompanied with video field inspection sheets/logs and shall be provided within seven (7) calendar days after completing the televising event.
- 6.6 **Acceptance.** Village acceptance of work will occur upon satisfactory completion of each work assignment and receipt of the DVD/flash drive with an acceptable video recording and video field inspection reports/logs and completion of any punch list items.
- 6.7 **Invoicing:** All invoicing will be by drainage segment. In order for the Village to properly and accurately track costs of the contract, the Contractor shall submit the final invoice on each assignment within 30 days after completion.

## 7. HOURS OF WORK

Contractor will be allowed to work between the hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Village holidays.

Work will not be permitted on Saturdays, Sundays and recognized holidays unless advance permission to work has been requested in writing by the Contractor and approved by the Village Representative. Request for permission to work weekends or holidays must be received by the Village Representative at least three (3) working days prior to the requested weekend day or holiday.

## 8. VILLAGE REPRESENTATIVE

Upon award of contract, all work will be coordinated with the following Village Representative or their designee:

Jake Ozyman, PE  
Director of Public Works  
(305) 365-75687  
Email: jozyman@keybiscayne.fl.gov

## 9. CLEANING

- 9.1 Contractor shall thoroughly clean storm drainage pipes, manholes, and catch basins to produce a clean interior surface free of all coatings, sand, rock, roots, sludge, and similar materials ready for televising to determine extent of any restoration required.
- 9.2 During cleaning operations, the Contractor will take all necessary precautions to protect the public, all property and the pipe from damage. All materials removed from the drainages shall be the Contractor's responsibility for prompt disposal in accordance with all regulatory agency requirements.
- 9.3 Cleaning shall include any bucket machines or other special equipment that may be required to perform the work.

- being made. If under the reverse set-up the camera again fails to pass through the entire storm drainage pipe section, the inspection shall be considered complete.
- 10.8 Sags or Dips: The Contractor shall provide televised inspection in segment areas of sags or dips. The Village will not provide dewatering in these areas and the Contractor shall continue their inspection through the sag or dip area to the extent practicable to obtain as much CCTV inspection as possible. The Contractor shall be paid for the inspection of the sag or dip areas at the same cost per linear foot established in the contract.
- 10.9 Re-inspection: At any time after reviewing the submitted pipe inspection reports, the Village may direct additional inspections of questionable areas of cleaning or video recording. If no defects are observed during the re-inspection, the Village will pay for the cost of the re-inspections at the contract unit price. If defects are observed, the re-inspection and all work performed to correct the defects will be done at no cost to the Village. Acceptance of all re-inspections will be based on video documentation of the completed work.
- 10.10 Plug or Bypass: It is not anticipated that the Contractor will be required to plug or provide bypass pumping for any pipe segments for inspection. If upon opening a manhole it is determined that a segment warrants plugging or bypass pumping, then that segment shall be skipped, and the Contractor shall be directed to move to the next scheduled segment that does not require plugging or bypass pumping.
- 10.11 In the event that the Village requests plug or bypass work, then that work will be negotiated per the Unspecified Work paragraph of this contract.
- 10.12 All joints, cracks, gaps and connections will require a complete 360° pan and tilt inspection.
- 10.13 Work shall include complete documentation of internal or protruding taps.
- 10.14 The Contractor may inspect multiple drainage segments via access through one manhole; however, the Contractor shall zero the camera's distance metering device at each subsequent storm drainage manhole to establish a uniform starting location of station 0+00 in the middle of each manhole, for each line section televised.
- 10.15 The DVD/flash drive shall contain completed work along with data, view and accurate footage displayed as follows:
- Date of inspection.
  - Street name and address.
  - Pipe segment ID and upstream/downstream manhole IDs. (The DVD/flash drive may contain multiple segments, but a segment may not be split between media).
  - Pipe size and construction material.
  - Location (start and end tape counter distances in feet from beginning manhole's centerline) and description (including length and width measurements as applicable to type of defect) of obstructions, structural defects, missing pieces of pipe, longitudinal and/or circumferential cracking, joint deterioration including open and/or offset joints, roundness, leakage or evidence thereof, corrosion, erosion, break-in connections, protruding connections, mineral deposits, roots, previous repairs, grease/fats/oil deposits on pipe walls, sags, and other abnormalities with respect to the storm drain condition.
  - Distance between manholes or pipe end to pipe end.
  - Direction of inspection.
  - Actual recorded separation measurement of all pipe joints.
  - Manhole material (brick, lined, etc.).
  - Service connection locations, right or left, with camera head rotated at each service location to view into lateral.
  - The Village shall be notified if pipe joint offsets exist when greater than 20% of the interior diameter of the pipe.

category range sizes (under 20" and greater than 20"). This pay item shall include all associated items that are required for the Contractor to perform the CCTV inspection work, including MOT. There will be no additional fees for downtime, including inclement weather.

- 14.4 Emergency Mobilization: Measurement shall be based on a one-time emergency mobilization cost per occurrence covering preparatory work and operations to mobilize to the site, including movement of personnel, equipment, supplies and incidentals within 24 hours. Payment will be made at the contract unit price bid per each indicated in the Bid Form.
- 14.5 Unspecified Work: Measurement will be paid by a portion of the unspecified work allowance established in this contract on a case-by- case basis. The cost shall be determined by negotiation with costs fully documented and authorized by the Village. Payment will be made at the negotiated and authorized lump sum cost per each.

Appendix B  
PROPOSER'S QUESTIONNAIRE

Submitted to: the Village of Key Biscayne, Florida:

By (Bidder Name) U.S. LUBRICANT LLC / DBA - DINO'S ENVIRONMENTAL

Principal Office (Address) 3434 N.W. 48th TER. Miami, FL 33142

1. How many years has your organization been in business as a Contractor under your present business name?

9 YEARS

2. What current occupational licenses does your organization have authorizing it to do the work contemplated in this Contract?

Yes

3. State of Florida Occupational License (State type and number):

4800263 / Miami-Dade  
COUNTY, STATE OF FLORIDA

4. Federal I.D. No: \_\_\_\_\_

5. Dade County Certificate of Competency (State type and number): \_\_\_\_\_

Please include copies of above licenses and certifications with proposal.

6. How many years of experience in similar work has your organization had?

a) As a General Contractor \_\_\_\_\_

b) As a Sub-Contractor \_\_\_\_\_

c) What contracts has your organization completed? State below and following page:

Contract Name (or Title)	Contract Amount	Class of Work	Date Completed	Name and Address of Owner
THE VILLAGE OF KEY BISCAYNE	270,000.00		11/18	88 West McIntyre ST Key Biscayne, FL 33149
MIAMI JEWISH HEALTH SYSTEMS	47,000.00		05/18	5300 NE 2ND AVE MIAMI, FL
ROTO-ROSTER SERVICE CO.	29,690.00		10/18	1550 N.W. 79th AVE DORAL, FL 33126




8. Are you a Certified Small Business Enterprise (SBE) Contractor with Miami-Dade County, (Internal Services Department (ISD))?

\_\_\_\_\_

9. Have you ever failed to complete any work awarded to you?

N/A

10. If so, where and why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

N/A

12. If so, state name of individual, name of owner, and reason thereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In what other lines of business are you financially interested or engaged?

FUEL & OIL DISTRIBUTORS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Give references as to experience, ability and financial standing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# BID FORM

Storm Drainage Cleaning and Closed Circuit Television (CCTV) Inspection Services

BASE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
1	Pipe Cleaning - 12"	Linear Feet	3,284	\$ 1.50	\$ 4,926.00
2	Pipe Cleaning - 15"	Linear Feet	10,877	\$ 1.50	\$ 16,315.00
3	Pipe Cleaning - 18"	Linear Feet	44,241	\$ 1.50	\$ 66,361.00
4	Pipe Cleaning - 20"	Linear Feet	206	\$ 1.50	\$ 312.00
5	Pipe Cleaning - 24"	Linear Feet	13,340	\$ 1.50	\$ 20,010.00
6	Pipe Cleaning - 30"	Linear Feet	7,914	\$ 1.50	\$ 11,871.00
7	Pipe Cleaning - 36"	Linear Feet	6,172	\$ 1.50	\$ 9,258.00
8	Pipe Cleaning - 38"	Linear Feet	267	\$ 1.50	\$ 400.50
9	Pipe Cleaning - 42"	Linear Feet	584	\$ 1.50	\$ 876.00
10	Pipe Cleaning - 48"	Linear Feet	2,343	\$ 1.50	\$ 3,514.50
11	Drainage Catch Basin Cleaning - depth less than 6-feet	Each	418	\$ 85.00	\$ 35,530.00
12	Drainage Catch Basin Cleaning - depth greater than 6-feet	Each	317	\$ 85.00	\$ 26,945.00
13	Drainage Manhole Cleaning	Each	335	\$ 85.00	\$ 28,475.00
14	Emergency Mobilization	Each	4	\$ 500.00	\$ 2,000.00

Total Base Bid (sum of items 1 through 14)

Two Hundred and Twenty Six Thousand, Eight Hundred, Twenty Four Dollars

(In Words)

\$ 226,824.00  
(In Numbers)

ALTERNATE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
15	CCTV Inspection - pipe size less than 21-inch	Linear Feet	58,608	\$ .10	\$ 5,860.80
16	CCTV Inspection- pipe size greater than 21-inch	Linear Feet	30,620	\$ .10	\$ 3,062.00

Total Base Plus Alternate Bid (sum of items 1 through 16)

Eight Thousand, Nine Hundred Twenty Two Dollars and Eighty Cent's

(In Words)

\$ 8,922.80  
(In Numbers)

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.


Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement:

**(INDICATE WHICH STATEMENT APPLIES.)**

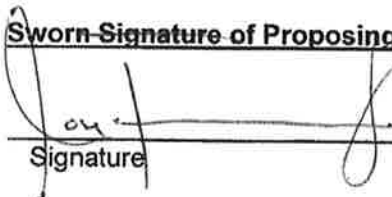
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Village of Key Biscayne or any person interested in the proposed Contract.

  
Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits:**

  
Signature

Sworn to and subscribed before me this 1<sup>ST</sup> day FEBRUARY, 2019.

Personally known ✓

OR

Produced identification FL DRIVER LIC

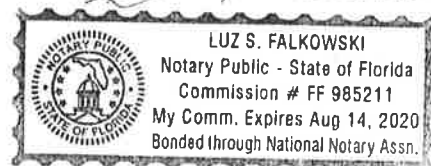
# F655 432 65127-0  
Type of identification

Notary Public – State of FLORIDA

My commission expires: August 14, 2020

LUZ S FALKOWSKI

Printed, typed or stamped commissioned name of notary public



a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**2 C.F.R. §200.320 - Methods of procurement to be followed**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

**2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**2 C.F.R. §200.322 - Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**2 C.F.R. §200.323 - Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **2 C.F.R. §200.325 - Bonding requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §

200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

##### **1. Remedies.**

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.



(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965; so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

**"Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**9. Byrd Anti-Lobbying Amendment.**

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-

Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

#### b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

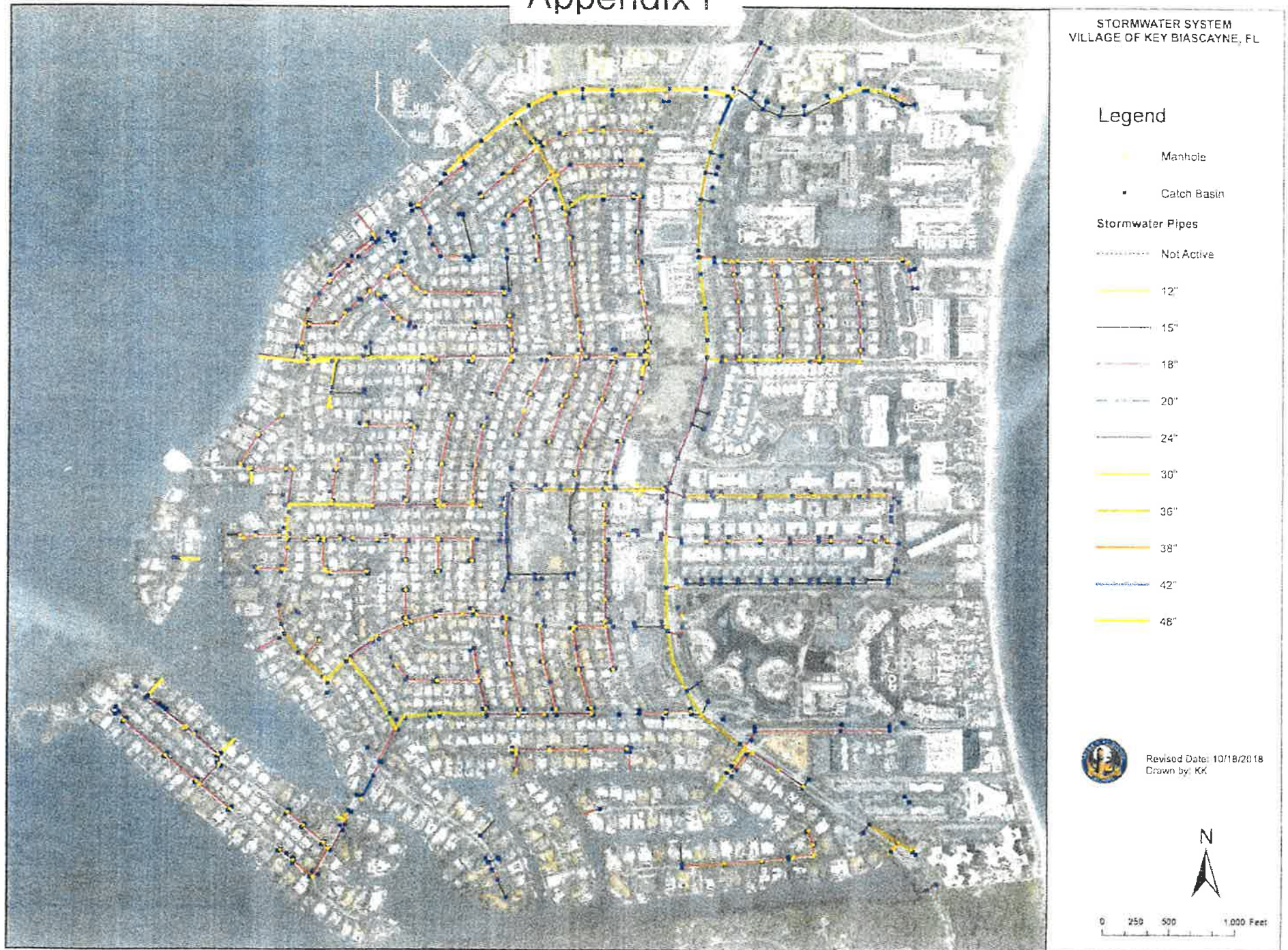
d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.



# Appendix F



Client#: 66813

USLUB

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Gulfshore Insurance, Inc - SFL</b> <b>4100 Goodlette Rd N</b> <b>Naples, FL 34103</b> <b>239 261-3646</b>		<b>CONTACT NAME:</b> Kaylee R. Fort <b>PHONE (A/C, No, Ext):</b> 239 435-7151 <b>FAX (A/C, No):</b> 239 213-2803 <b>E-MAIL ADDRESS:</b> kfort@gulfshoreinsurance.com	
<b>INSURED</b> <b>U.S. Lubricants, LLC</b> <b>P.O. Box 523212</b> <b>Miami, FL 33152</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Insurance Company	<b>NAIC #</b> <b>24856</b>
		<b>INSURER B:</b> ICW Group	<b>27847</b>
		<b>INSURER C:</b> Clear Blue Insurance Company	<b>28860</b>
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		FEIPPL2512900	07/02/2018	07/02/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AQ1YFL00049500	07/02/2018	07/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FEIEXS2513000	07/02/2018	07/02/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WFL504203100	07/02/2018	07/02/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

The Village of Key Biscayne  
 88 West McIntyre Street  
 Key Biscayne, FL 33149

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE







## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

March 19, 2018

Jose Fernandez  
U.S. Lubricants, LLC.  
3636 NW 48 Terrace  
Miami, FL 33142

### BE IT KNOWN THAT

U.S. Lubricants, LLC.  
3636 NW 48th Ter  
Miami, FL 33142- 3924

### IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

[http://www.dep.state.fl.us/waste/categories/used\\_oil/default.htm](http://www.dep.state.fl.us/waste/categories/used_oil/default.htm)

The Department of Environmental Protection hereby issues

Registration Number **FLR000211557** on March 19, 2018

Transporter Type: **FH**

**This registration will expire on 6/30/2019**

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

A handwritten signature in cursive script, reading "Janet K. Ashwood".

**Janet Ashwood  
Engineer Specialist III  
Hazardous Waste Regulation Permitting**

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6800263

**BUSINESS NAME/LOCATION**  
U S LUBRICANTS LLC  
3636 NW 48TH TER  
MIAMI, FL 33142

**RECEIPT NO.**  
RENEWAL  
7073901

**EXPIRES**  
**SEPTEMBER 30, 2019**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
U S LUBRICANTS LLC  
C/O JOSE L FERNANDEZ, MGR

**SEC. TYPE OF BUSINESS**  
220 TANGIBLE PERSONAL  
PROP DLR

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
75.00 07/30/2018  
CREDITCARD-18-057969

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)





**EXHIBIT "B"**  
**RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

# BID FORM

Storm Drainage Cleaning and Closed Circuit Television (CCTV) Inspection Services

BASE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
1	Pipe Cleaning - 12"	Linear Feet	3,284	\$ 1.50	\$ 4,926.00
2	Pipe Cleaning - 15"	Linear Feet	10,877	\$ 1.50	\$ 16,315.00
3	Pipe Cleaning - 18"	Linear Feet	44,241	\$ 1.50	\$ 66,361.00
4	Pipe Cleaning - 20"	Linear Feet	206	\$ 1.50	\$ 312.00
5	Pipe Cleaning - 24"	Linear Feet	13,340	\$ 1.50	\$ 20,010.00
6	Pipe Cleaning - 30"	Linear Feet	7,914	\$ 1.50	\$ 11,871.00
7	Pipe Cleaning - 36"	Linear Feet	6,172	\$ 1.50	\$ 9,258.00
8	Pipe Cleaning - 38"	Linear Feet	267	\$ 1.50	\$ 400.50
9	Pipe Cleaning - 42"	Linear Feet	584	\$ 1.50	\$ 876.00
10	Pipe Cleaning - 48"	Linear Feet	2,343	\$ 1.50	\$ 3,514.50
11	Drainage Catch Basin Cleaning - depth less than 6-feet	Each	418	\$ 85.00	\$ 35,530.00
12	Drainage Catch Basin Cleaning - depth greater than 6-feet	Each	317	\$ 85.00	\$ 26,945.00
13	Drainage Manhole Cleaning	Each	335	\$ 85.00	\$ 28,475.00
14	Emergency Mobilization	Each	4	\$ 500.00	\$ 2,000.00

Total Base Bid (sum of items 1 through 14)

Two Hundred and Twenty Six Thousand, Eight Hundred, Twenty Four Dollars

(In Words)

\$ 226,824.00

(In Numbers)

ALTERNATE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
15	CCTV Inspection - pipe size less than 21-inch	Linear Feet	58,608	\$ .10	\$ 5,860.80
16	CCTV Inspection- pipe size greater than 21-inch	Linear Feet	30,620	\$ .10	\$ 3,062.00

Total Base Plus Alternate Bid (sum of items 1 through 16)

Eight Thousand, Nine Hundred Twenty Two Dollars and Eighty Cents

(In Words)

\$ 8,922.80

(In Numbers)

# EXHIBIT "B"

## SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND ENVIROWASTE SERVICES GROUP, INC.

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **ENVIROWASTE SERVICES GROUP, INC.**, a Florida Corporation, whose principal address is 18001 Old Culter Road, Suite 554, Palmetto Bay, Florida 33157 (hereinafter, the "Contractor").

**WHEREAS**, on January 3, 2019, the Village issued Request for Proposals No. 2019-01-03 ("RFP") for storm drain pipe, manhole, and catch basin cleaning and closed-circuit television inspections ("Project"); and

**WHEREAS**, in response to the RFP, on February 5, 2019, the Contractor submitted a proposal ("Proposal"), which is incorporated and attached hereto as Exhibit "A," for the Services (as hereinafter defined) and was awarded a contract; and

**WHEREAS**, the Contractor and Village, through mutual negotiation, have agreed upon a rate schedule as set forth in Exhibit "B" (the "Rate Schedule") in connection with the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

### **1. Scope of Services.**

- 1.1. The Contractor shall furnish the Services and provide deliverables for various aspects of the Project for the Village, as requested by the Village and detailed in a "Statement of Work" which the Village will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2. Prior to commencement of work on a specific Project, the Contractor will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto.
- 1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not

undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

- 1.4. The Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.5. The Contractor shall abide by the terms and requirements of the RFP, as though fully set forth herein.

**2. Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for twenty-four (24) months thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Scheduled attached hereto.
- 3.3 During each Project, Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each Project. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. SubContractors.**

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities.**

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

**7. Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Village is a party.

**8. Termination.**

- 8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

- 8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3 In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this

Agreement who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's

insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

**11. Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the



Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:       Andrea Agha  
                              Village Manager  
                              Village of Key Biscayne  
                              88 West McIntyre Street  
                              Key Biscayne, FL 33149

With a copy to:       Chad Friedman, Esq.  
                              Village Attorney  
                              Weiss Serota Helfman Cole & Bierman, P.L.  
                              2525 Ponce de Leon Blvd., Suite 700  
                              Coral Gables, FL 33134

For the Contractor:   Envirowaste Services Group, Inc.  
                              Attn: Eduardo J. Barba  
                              18001 Old Culter Road, Suite 554  
                              Palmetto Bay, Florida 33157

**14. Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

- 16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village’s custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village

Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jennifer Medina**  
**Mailing address: 88 West McIntyre Street**  
**Key Biscayne, FL 33149**  
**Telephone number: 305-365-5506**  
**Email: [jmedina@keybiscayne.fl.gov](mailto:jmedina@keybiscayne.fl.gov)**

**17. Nonassignability.**

- 17.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

19.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**22. Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.**

23.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Public Entity Crimes Affidavit.**

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Counterparts.**

- 25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONTRACTOR:**

**ENVIROWASTE SERVICES GROUP,  
INC.,** a Florida Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE VILLAGE:**

**VILLAGE OF KEY BISCAYNE**, a  
Florida municipal corporation

By: \_\_\_\_\_  
Andrea Agha  
Village Manager  
Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jennifer Medina  
Village Clerk, CMC

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Scope of Services are those contained in Contractor's Proposal dated February 5, 2019, attached hereto and incorporated herein by reference.





## **REQUEST FOR PROPOSALS**

**No. 2019-01-03**

**STORM DRAINAGE PIPE, MANHOLE AND CATCH BASIN CLEANING  
AND CLOSED -CIRCUIT (CCTV INSPECTION)**

### **VILLAGE OF KEY BISCAYNE**

#### **VILLAGE COUNCIL**

Michael W. Davey, Mayor  
Allison McCormick, Vice Mayor  
Luis Lauredo  
Edward London  
Brett Moss  
Katie Petros  
Ignacio Seguro

#### **VILLAGE ATTORNEY**

Weiss, Serota, Helfman, Cole & Bierman, P.L.

#### **OFFICE OF THE VILLAGE CLERK**

Jennifer Medina, CMC

#### **ADMINISTRATION**

Andrea Agha, Village Manager

## Appendix B PROPOSER'S QUESTIONNAIRE

Submitted to: the Village of Key Biscayne, Florida:

By (Bidder Name) EnviroWaste Services Group, Inc.

Principal Office (Address) 18001 Old Cutler Road #554 Miami, FL 33157

1. How many years has your organization been in business as a Contractor under your present business name?

21

2. What current occupational licenses does your organization have authorizing it to do the work contemplated in this Contract?

We have our Miami Dade local business tax and occupancy permit through the fire dept.

If, the village meant to ask what type of business license, we are certified general contractors

3. State of Florida Occupational License (State type and number): LBT 7479698, CGC1520877

4. Federal I.D. No: 65-0829090

5. Dade County Certificate of Competency (State type and number):

N/A, we have a state general contractor license

Please include copies of above licenses and certifications with proposal.

6. How many years of experience in similar work has your organization had?

a) As a General Contractor 16

b) As a Sub-Contractor 21

c) What contracts has your organization completed? State below and following page:

Contract Name (or Title)	Contract Amount	Class of Work	Date Completed	Name and Address of Owner
Storm Drain cleaning and inspection	over \$10M since 2003	Storm Drain cleaning	2003-ongoing	City of Miami Ely Estevez 305-416-1295 444 SW 2nd Ave, 8th Floor Miami, Florida. 33130
Storm Drain cleaning and inspection	\$2.5M since 2009	Storm Drain cleaning	2009-ongoing	Town of Cutler Bay Yenier Vega 305-234-4262 10720 Caribbean Blvd #105 Miami, Florida. 33189
Storm Drain cleaning and inspection	\$4M Since 2008	Storm Drain cleaning	2008-onging	City of Doral Carlos Arroyo 305-593-6740 6009 8401 NW 53rd Terr Doral, Florida. 33166

RFP 2019-01-03  
Stormwater Cleaning

Carlos Arroyo 305-593-6740 6009	City of Doral Storm Drain cleaning and inspection	2008-ongoing
FDOT Pedro Lopez 813-975-6107	FDOT E7L52	January 2020
Michael Church 407-836-7812 Orange County PWD	Multiple Storm Drain Cleaning contracts	2008-ongoing

8. Are you a Certified Small Business Enterprise (SBE) Contractor with Miami-Dade County, (Internal Services Department (ISD))?

NO

9. Have you ever failed to complete any work awarded to you?

No

10. If so, where and why?

11. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

No

12. If so, state name of individual, name of owner, and reason thereof:

13. In what other lines of business are you financially interested or engaged?

all underground infrastructure rehab work, some flatwork

14. Give references as to experience, ability and financial standing.

Town of Cutler Bay, Yenier Vega 305-234-4262

RFP 2019-01-03  
Stormwater Cleaning

**Appendix C**  
**PRICE PROPOSAL**

**Appendix D**

**SINGLE EXECUTION AFFIDAVITS**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:**

EnviroWaste Services Group, Inc.

**BY:** Julio Fojon President

Proposing or Bidding Entity

Individual's Name and Title

65-0829090

FEIN of Proposing or Bidding Entity

**I. Americans with Disabilities Act Compliance Affidavit**

The above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

SAF

Proposer Initials

**II. Public Entity Crimes Affidavit**

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JAF  
Proposer Initials

III. No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JAF  
Proposer Initials

IV. Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

JAF  
Proposer Initials

V. Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

**REQUEST FOR PROPOSALS FOR  
Storm Drain Pipe, Manhole and Catch Basin Cleaning  
and Closed Circuit Inspection**

**RFP No. 2019-01-03**

**ADDENDUM 1**

**January 30, 2019**

To All Potential Bidders: This addendum is issued for informational purposes. Please attach this addendum to the documents in your possession. Per the RFP, the proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest

---

**QUESTIONS AND ANSWERS**

- What is the term of the contract and are there any renewals?  
A: The term of the contract is for three years. Renewals to be negotiated.
- What are the liquidated damages if any?  
A: No.
- Just to confirm a 5% bid bond is required?  
A: No bid bond is required.
- Will every pipe that is cleaned be cctv inspected?  
A: Not necessarily. That is why there is an alternate bid.
- Could you please provide us a copy of bid tabulation for any past bid with similar work.  
A: No prior tabulation.
- Since storm cleaning is normally broken into three different levels (light, medium, and heavy) are we to assume the pipes not to be more than 20% full of debris? If greater than 20%, will the Owner then negotiate per the Unspecified Work paragraph in this contract?  
A: All pipes have been cleaned as of December 1, 2018. There may be pipes that are greater than 20% of silt built up. Village will not negotiate per the Unspecified Work paragraph.
- Will the City provide a drying bed to the contractor to dispose the solids once decanted from the vacuum truck? If so, what is the location?  
A: No.



# CERTIFICATE OF LIABILITY INSURANCE

7/31/2019

DATE (MM/DD/YYYY)

7/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED Envirowaste Services Group, Inc. 1422101 Envirowaste Holding Corp. 18001 Old Cutler Road, Suite 554 Palmetto Bay FL 33157	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: American Guarantee and Liab. Ins. Co.		26247
	INSURER C: Steadfast Insurance Company		26387
	INSURER D: Travelers Property Casualty Co of America		25674
	INSURER E: Great American Insurance Company		16691
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 14845128

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO5571339-06	7/31/2018	7/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP5571338-06	7/31/2018	7/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
E	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	N	TUJ 263721300	7/31/2018	7/31/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0176362-04	7/31/2018	7/31/2019	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIABILITY	N	N	CPL0176382-04	7/31/2018	7/31/2019	\$1,000,000 LIMIT; \$10,000 DEDUCTIBLE
D	CONTRACTORS EQUIPMENT	N	N	QT-660-8739M213-TIL-18	7/31/2018	7/31/2019	** See Attached**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 18001 Old Cutler Rd Suite 554, Palmetto Bay, FL 33157. Old Cutler Property Services, LLC Palmetto Bay Village Center, LLC is/are included as an Additional Insured as respect to General Liability as per written contract, subject to terms, conditions and exclusions of policy.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

14845128

17777 Old Cutler Rd, LLC  
c/o Palmetto Bay Village Center  
18001 Old Cutler Rd  
Suite 552  
Palmetto Bay FL 33157

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

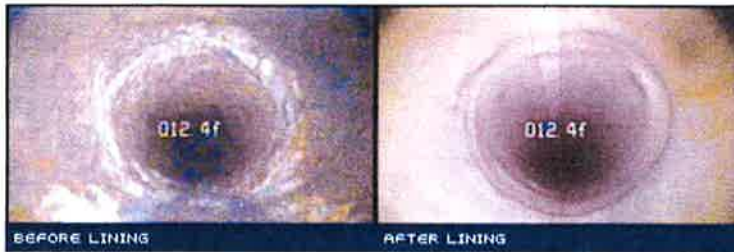
AUTHORIZED REPRESENTATIVE

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## Resume of Qualifications



Honorably Serving the Entire State of Florida and Will Serve Other States if Needed!

## CCTV Video Inspection

EnviroWaste's CCTV (closed captioned television) inspection uses custom controlled cameras to locate wreckage within the pipes. Our remote controlled cameras operate on a four-wheel sled and allow the customer to see the exact condition of their drainage system to identify the problem and its severity. ESG even offers a new technology that provides cured in place lining services which rehabilitates damaged pipes of any diameter without the costly excavation, while keeping disruptions of service to the very minimum.



Roots in Sewer



## Inflow and Infiltration

### I/I Study

Inflow and infiltration occurs when clean ground water or storm water enters a sewer system through improper connections, cracked pipes, and defective joints.

Inflow is the term used to explain when the surface water enters a sewer system through

Improper connections of yard, roof, and cellar drains, cracked pipes, holes in manhole covers, catch basins, and cross connections between storm and sanitary sewers.

Infiltration occurs when the ground water enters the wastewater system through deteriorated manholes, cracks, and leaks in the joints.

After a rain or snow storm the inflow and infiltration sources begin filling up the sanitary sewer systems with clear water. These systems eventually become full resulting in the waste water to flow out at a significantly higher water level. If drains and sanitary fixtures are below this overload level water will be able to flow back through the sanitary sewer pipe. As a result, there will be flooding in homes and manholes will burst open, allowing the wastewater onto the streets.

These are the following 3 methods of identifying Inflow and Infiltration:

1. [Smoke Testing](#)
2. [Flow Monitoring](#)
3. [Television Inspection](#)

Flow Monitoring is when special measuring devices are inserted into the sewer lines to monitor the amount of water flowing through the wastewater system.



# *State of Florida*

## *Department of State*

I certify from the records of this office that ENVIROWASTE SERVICES GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 1998.

The document number of this corporation is P98000014467.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on September 11, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of October, 2018*



*Ken Detzner*  
**Secretary of State**

Tracking Number: CU9803489019

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## **COMPANY INFORMATION**

EnviroWaste Services Group, Inc.  
18001 Old Cutler Road, Suite 554, Miami, FL 33157  
(305) 637-9665, Fax (305) 637-9659, (877) 637-9665  
License: # QB 32296  
CGC 060385

### **Current and Prior Experience**

☐ **Project Name:** City of Miami Beach, FL

**Project Title:** Routine & Emergency Sewer Repairs ITB 113-2013

**Budget:** \$ 2,500,000 per year

**Time period:** September 2013- September 2018

**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. EnviroWaste Services Group has installed 180,000' of mainline CIPP for the City since 2008. Before this contract, ESG also held two different JOC contracts with the city doing any and all horizontal work, including but not limited to sidewalks, outfalls, seawalls, landscaping, canoe launch ramp, installing new water mains, storm water pump stations. More than 200 sanitary sewer manholes have been lined with cement.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

☐ **Owner:** City of Hollywood

**Project Title:** 11-7063, 13-7068, 16-7078 Sanitary Sewer Eval. And Repair

**Budget:** \$ 3,500,000

**Time period:** 2011-current

**Scope:** ESG has been contracted to cctv, clean and perform full line and point repair sewer replacements. The above lists three separate contracts, we are currently on contract number four. Since 2011 ESG has been the only company performing work on the City's sewer system. Over 750 excavated point repairs have been done for the City as large as 30" in diameter and 18' in depth.

**Contact:** Jose Polanco Ph: 754-208-9443 [JPOLANCO@hollywoodfl.org](mailto:JPOLANCO@hollywoodfl.org)

☐ **Owner:** FDOT

**Project Title:** E7L52 Desilting and Video Inspection of Storm Sewer System

**Budget:** \$ 6,000,000

**Time period:** January 2017-2019

**Scope:** ESG has been contracted to cctv and clean the FDOT owned storm water system in Hillsborough, Pasco, Pinellas, Hernando, and Citrus Counties. In addition to standard cleaning and inspections, ESG has removed over 10,000 cubic yards of debris from box culverts.

**Contact:** Pedro Lopez Ph: 813-975-6107 [pedro.Lopez@dot.state.fl.us](mailto:pedro.Lopez@dot.state.fl.us)

☐ **Owner:** FDOT

**Project Title:** E5T90 Desilting, Video Inspection, and CIPP of Storm Sewer System

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**Synopsis:** ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services. EnviroWaste cleans and televises all of the outfalls located with the City of Miami Beach. Specifically we have extensively cleaned storm sewer and many outfalls within the city.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

☐ **Project Name:** Town of Cutler Bay

**Project Title:** Miscellaneous Construction and Repairs Town Wide

**Budget:** \$ 1,500,000/year

**Time period:** July 2008 – Current

**Synopsis:** ESG has been contracted to provide clean storm sewers, remove and replace sidewalks, asphalt roadways, drainage repairs, along with other miscellaneous tasks. ESG has installed new or replaced more than 200,000 LF of sidewalks, and paved over 200,000 SY of asphalt roads.

**Contact:** Alfredo Quintero 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

☐ **Client Name:** Manatee County

**Project Title:** Wastewater Hauling Emergency Contract

**Budget:** \$ 250,000

**Time period:** September 2014

**Synopsis:** ESG has been contracted to provide emergency vector and vacuum truck services for all of Manatee County

**Contact:** Bonnie Sietman 941-749-3046 [bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

☐ **Project Name:** Pasco County, FL

**Project Title:** Wastewater Hauling Emergency Contract

**Budget:** \$ 250,000/year

**Time period:** October 2011 – Current

**Synopsis:** ESG has been contracted to provide emergency vector and vacuum truck services for all of Pasco County, as many as 13 trucks at the same time

**Contact:** Edward Gribble 727-834-3358 [ebibble@pascocountyfl.net](mailto:ebibble@pascocountyfl.net)

☐ **Project Name:** Hillsborough County, FL

**Project Title:** Wastewater Pumping and Disposal Contract

**Budget:** \$ 2,000,000/year

**Time period:** December 2013 – Current

**Synopsis:** ESG has been contracted to provide emergency and scheduled vector and vacuum truck services for all of Hillsborough County. ESG has regularly hauled in excess of 100,000 gallons per hour during emergency situations.

**Contact:** David Lundberg 813-663-3229 [lundberqd@hillsboroughcounty.org](mailto:lundberqd@hillsboroughcounty.org)

☐ **Project Name:** Hillsborough County, FL

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Void Filling (Y8-1034, Y8-1110, Y9-1022, Y11-112, Y12-1060, Y13-1083, Y14-1075, Y14-1025, Y17-100)

**Budget:** \$ 3,000,000 per year

**Time period:** June 2008 – Current, 9 separate contracts

**Scope:** ESG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks. ESG has pumped more than 30,000 Cubic Feet of grout for soil stabilization, cleaned and inspected over 2,000,000 Lf of 12-96" storm sewer, and grouted thousands of joints.

**Contact:** Bill Blackham 407-836-6805 William.Blackham@ocfl.net

□ **Owner:** City of Ocala

**Project Title:** Sanitary Sewer System Inspection, Cleaning

**Budget:** \$ 1,250,000

**Time period:** 2008 – 2016

**Scope:** ESG has been contracted to provide cleaning and inspection of sanitary sewer as well as smoke testing. 750,000 LF of sewer were smoke tested.

**Contact:** Edwards Earnest Ph: 352-629-8521 Fax: 352-629-8242

Eearnest@ocalafl.org

□ **Project Name:** City of Miami Beach, FL

**Project Title:** Smoke Testing

**Budget:** \$ 350,000

**Time period:** July 2010 – July 2012

**Synopsis:** Smoke testing of 700,000+ feet of sanitary sewer along with related report submittal.

**Contact:** Eric Carpenter 305-673-7080 EricCarpenter@miamibeachfl.gov

□ **Project name:** S-782 Lateral Sewer Testing – 2005-2007

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 3,300,000 (completed at \$ 2,450,000)

**Time period:** 2 years

**Synopsis:** ESG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. This pilot study program, the first of its kind in the U.S., was requested to determine the I&I problems with the lateral connections throughout the County.

**Contact:** Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov

□ **Project name:** S-793 Sanitary Sewer Service Laterals CIPP Rehabilitation

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 500,000

**Time period:** 2006

**Synopsis:** ESG was contracted by the Prime Contractor to line 95 sanitary sewer service laterals throughout areas of Miami-Dade County.

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**Time period:**

**Synopsis:** ESG was subcontracted by a Prime Contractor to provide various storm sewer services. The scope of services includes CIPP lining, storm drain cleaning, and video inspection. The installation of liners included sizes ranging from 15" to 36".

□ **Project name:** Sanitary Sewer Service Laterals CIPP Rehabilitation

**Location:** Kenneth City, FL

**Budget:** \$ 60,000

**Time period:** 2006

**Synopsis:** ESG was contracted by the Prime Contractor to line 45 sanitary sewer service laterals throughout areas of Kenneth City, FL.

□ **Project name:** Sanitary Sewer Evaluation Study & Repairs

**Location:** Homestead Air Reserve Base, FL

**Budget:** \$ 126,000

**Time period:** 2007

**Synopsis:** The project consisted of evaluating the sanitary sewer system by smoke testing, followed by further evaluation by cleaning and video inspection. This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, restoration of manholes, raising chimneys, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.

□ **Project name:** Sanitary Sewer Evaluation Study & Repairs

**Location:** Miami International Airport, FL

**Budget:** \$ 71,000

**Time period:** 2007-2008

**Synopsis:** The project consisted of evaluating the sanitary sewer system by cleaning and video inspection. This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.

□ **Project Name:** City of North Bay Village

**Project Title:** SSES and Sanitary Sewer Repair

**Budget:** \$ 1,500,000

**Time period:** January 2007 - Current

**Synopsis:** ESG has been contracted to perform a complete sanitary sewer system evaluation of the city along with associated repairs. Part of this project has been the repeated smoke testing of the system throughout the years. Over 600,000 feet of pipe has been smoke tested.

**Contact:** Juan Valiente Ph: 305-865-0506 [jvaliente@nbvillage.com](mailto:jvaliente@nbvillage.com)

□ **Project Name:** City of Orlando

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**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

□ **Project Name:** Town of Cutler Bay, FL

**Project Title:** Stop Bar Striping City Wide

**Budget:** \$ 78,000

**Time period:** September 2009-Current

**Synopsis:** Installing 520, 24" Stop Bars with 50' Double Yellow Striping with RPMs at stop signs when required.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

□ **Project Name:** City of Miami Beach, FL

**Project Title:** SSES

**Budget:** \$ 3,950,000

**Time period:** 2009-2011

**Synopsis:** ESG has been contracted to locate and repair defecincies in the City of Miami Beach's waste water and storm water system. Point repairs were performed, manholes were replaced, paving, curb and gutter, asphalt, well points, dewatering.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

□ **Project Name:** City of Miami Beach, FL

**Project Title:** Licoln Road West Street End Improvements and Seawall

**Budget:** \$ 750,000

**Time period:** 2010

**Synopsis:** ESG has been contracted to renovate the west street end of Lincoln Road in the City of Miami Beach. The work includes the installation of a new outfall, relocation of a fire hydrant, installation of brick pavers, sidewalk, curb and gutter, asphalt, pouring a new seawall cap and sheet piles, landscape as well as all new street and landscape lighting.

**Contact:** Aaron Sinnes 305-898-8100 [aaronsinnes@gmail.com](mailto:aaronsinnes@gmail.com)

□ **Owner:** FDOT District VI – Miami, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 200,000

**Time period:** August 2008 – August 2011

**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.

□ **Owner:** Village of Pinecrest, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 100,000

**Time period:** March 2009 – August 2009

**Scope:** ESG has been contracted to provide sidewalk repair for the Village of Pinecrest.

□ **Owner:** FDOT

**Project Title:** E7K39 Desilting and Video Inspection of Strom Sewer System

**Budget:** \$ 225,000

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□ **Project Name:** FDOT – Miami Dade E6D75

**Project Title:** Maintenance contract

**Budget:** \$ 200,000 per year

**Time period:** 2006-2007

**Contact:** Mary Lou Karner 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county, large diameter pipes.

□ **Project Name:** FDOT – Lake County E5M28

**Project Title:** Maintenance contract

**Budget:** \$ 225,000 per year

**Time period:** 2009

**Synopsis:** ESG was contracted by the FDOT to clean, inspect, and repair the storm drainage system within the county.

□ **Project Name:** FDOT – Deland H-5069

**Project Title:** Emergency Clean up contract, Hurricane Frances

**Budget:** \$ 189,000

**Time period:** 2004

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Frances.

□ **Project Name:** FDOT – Miami Dade H-6069

**Project Title:** Emergency Clean up contract, Hurricane Wilma

**Budget:** \$ 1,000,000

**Time period:** 2005

**Contact:** Mary Lou Karner 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

□ **Project Name:** FDOT – Miami Dade, Key West H-6065

**Project Title:** Emergency Clean up contract, Hurricane Wilma

**Budget:** \$ 200,000

**Time period:** 2005

**Contact:** Mary Lou Karner 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

□ **Project name:** Citywide Storm Drain Cleaning - 2006

**Location:** City of Miami, FL

**Budget:** \$ 1,900,000 (in-budget)

**Time period:** 3 months (within 25% of time schedule)

**Contact:** Eli Estevez 305-416-1200

**Synopsis:** ESG was contracted to perform storm drain cleaning services of

associated work.

□ **Project name:** Hurricane Katrina drain cleaning - 2005

**Location:** Jefferson Parish, LA

**Budget:** \$ 1,200,000 (in-budget)

**Time period:** 1 month (in-time)

**Synopsis:** ESG was contracted to perform storm drain cleaning services of various pipe diameters throughout Jefferson Parish, LA, in response to Hurricane Katrina. ESG mobilized a fleet of jetter/vacuum trucks within 24 hours to assist in clean-up of Parish.

□ **Owner:** Town of Miami Lakes, FL

**Project Title:** General Roadway Construction

**Budget:** \$ 700,000

**Time period:** July 2008 – July 2012

**Scope:** ESG has been contracted to provide general roadway construction services for the Town of Miami Lakes, FL including drainage, paving, sidewalks, curbs, gutters, etc.

□ **Owner:** FDOT District VI – Miami, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 200,000

**Time period:** August 2008 – August 2011

**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.

□ **Owner:** City of Miami, FL

**Project Title:** Slab Covered Trench Cleaning

**Budget:** \$ 360,000 / year

**Time period:** 2008 – 2012

**Scope:** ESG has been contracted to clean slab covered trenches for the City of Miami.

## REFERENCES

Sewer refers to storm and sanitary.

□ Miami Dade County W&SD(Sewer) – Miguel Pichardo - 786-258-2573

□ City of Sunrise(Sewer) – Gio Batista (954) 815-8861

□ Town of Cutler Bay(Storm & Construction) – Alfredo Quintero (786) 348-5323

□ Village of Pinecrest (Sewer) – Gary Krackenberg (305) 301-9825

□ City of Doral (Sewer) – Carlos Arroyo (786) 367-5083

□ City of Hollywood(Sewer) – Jose Polanco (954) 921-3930

□ City of Coral Gables(Sewer & Construction) – Noel Polo (305) 460-5022

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## Quality Assurance / Quality Control Plan

### As adopted from NASSCO

EnviroWaste Services Group (ESG) is committed to providing an excellent end product to their clients. To that end, ESG has adopted a program based on the guidelines of National Association of Sewer Service Companies. These QA/QC guidelines cover three phases of a project: Project Planning, Project Deployment, and Project Delivery. It is important, but often overlooked, to start any QA/QC program at the beginning of the project, instead of waiting until the very end.

#### **PROJECT PLANNING:**

Project planning should begin immediately upon contract ratification.

- Obtain a list of pipelines to be inspected in Excel format. List should include US and DS manhole numbers, Pipe Segment Reference (PSR) Number, size, material, length, map page, and other pertinent information.
- Obtain maps from clients' GIS system. Maps should include, at a minimum, all project pipelines and manholes with the PSR numbers and manhole numbers listed, street names, and street and property boundaries.
- Obtain GIS Shape or Geodatabase files for the inspection area, if desired, and useful.
- Obtain from Owner what version of PACP software that they are using.

#### **PROJECT DEPLOYMENT:**

After the project planning phase, and a start date is set, the crew will mobilize to the site and begin inspection operations. The following QA/QC guidelines should be followed:

- Enter correct Upstream and Downstream MH ID's and Pipe Segment Reference. Alternatively, you can repopulate the header information by importing the GIS pipeline data obtained from the client into the PACP software. This will help reduce data entry errors.
- Ensure camera is in focus and there is no debris on the lens that will result in an unacceptable video. All remaining PACP inspection procedures should be followed.
- A field log should be maintained, and all completed inspections recorded as the work progresses. It is good practice to expand the project spreadsheet provided by the client with additional columns for information that can be added in the field. Inspection Completion Date, Actual Diameter, Actual Material, Inspected Length, and a Comments section to note any general observations or concerns that you would like the client to know immediately. Accurate field records at this point will help the final QA/QC process before delivery.

#### **PROJECT DELIVERY:**

Accurate and complete data delivery is the most important part of the project, and is what the Owner has hired the Contractor to provide. Any errors in the data will

Category / ID	Make	Model	Plate No.	VIN No.	Location 10/17/18
100: Vactors & Vac-cons	45				
116	Ford	Vac-con	N2286P	1FDYN80F7WVA40395	Miami
126	Sterling	Vactor	N8624P	2FZHATAK64AL76085	Orlando
127	Sterling	Vactor	N0265W	2FZHATDC05AN67474	Tampa
132	Sterling	Vactor	N0264W	2FZHATDC45AU85067	Orlando
134	Sterling	Vactor	N1715X	2FZHATDCX6AV69217	Tampa
136	International	Vac-con	N1717X	1HTWHAAT86J253378	Miami
137	International	Vactor	N1713X	1HTWGAZT86J293063	Miami
141	Sterling	Vactor	N1716X	2FZHATDC46AW65909	Tampa
142	Sterling	Vactor	N9073Y	2FZHATDC06AW65910	Miami
143	Sterling	Vactor	N2484Y	2FZHATDC76AW65421	Miami
145	Sterling	Vactor	N9068Y	2FZHAZDE87AW65434	Miami
146	Sterling	Vactor	N8136R	2FZHAZDE07AW65766	Miami
147	Sterling	Vactor	N9072Y	2FZHAZDE27AW65767	Miami
149	Sterling	Vactor	N9071Y	2FZHAZDE56AW65714	Broward
150	Sterling	Vactor	N9074Y	2FZHATDC87AX52875	Tampa
151	Sterling	Vactor	N9069Y	2FZHATDC67AX52874	Tampa
152	Sterling	Vactor	N9075Y	2FZHATDC07AX52658	Orlando
153	International	Vactor	N4946Z	1HTWGAZT57J564811	Tampa
154	International	Vactor Mini	M029QX	1HTMMAAL89H145468	Broward
156	International	Vactor Mini	HQA276	1HTMMAALX9H145469	Tampa
157	Sterling	Vac-Con	N6487P	2FZHAZAS62AK52978	Orlando
161	Sterling	Vac-Con	N5827T	2FZHATDC65AU10385	Orlando
162	Sterling	Vac-Con	N2493Y	2FZAATDC07AX53293	Miami
163	Sterling	Vac-Con	N1198U	2FZNRJB80XAA81134	Orlando
165	Sterling	Vac-Con	N2488Y	2FZNRJB87XAA81132	Miami
166	Mack	Vac-Con	N1273Z	1M2AV04C69M003402	Orlando
167	Sterling	Vactor	N1529Y	2FZHAWDA96AV69273	Miami
168	Sterling	Vac-Con	N1528Y	2FZHATAK72AJ59075	Broward
169	Freightliner	Vactor	N1264Z	1FVHG3DV6CDBK4218	Miami
170	International	Vactor	N1518Y	1HTWYSBT07J399389	Broward
171	International	Vactor	N1517Y	1HTWYSBT97J399388	Orlando
172	International	Vactor	N1519Y	1HTWYSBT97J399391	Orlando
173	Sterling	Vac-con	P0182B	2FZHATAKX2AJ84116	Altair
174	International	Vactor	N1501Y	1HTWYSBT67J396643	Miami
175	Sterling	Guzzler	KMAM15	2FZHAZDE85AN80316	Tampa
176	Sterling	Vac-Con	N1502Y	2FZAATAK72AK14027	Orlando
177	Sterling	Vac-Con		2FZHATAK32AJ53211	Orlando
178	Peterbilt	Vac-Con	MM7988	2NP3L10X9FM266712	JAAMCO
179	Peterbilt	Vac-Con	LV7969	2N93L10X5HM44912	JAAMCO
180	Peterbilt	Vac-Con	ML6004	2NP3L10X7HM444913	JAAMCO
181	Peterbilt	Vac-Con	ND3461	2NP3LIQX3JM474786	JAAMCO
C-17	International	Maxx Force 10		Cleaner	Altair
C-19	Freightliner	M2106V		Cleaner	Altair
C-20	International	7500		Cleaner	Altair
C-22	Freightliner	1300		Cleaner	Altair
100: Roll-Offs & Dump Trucks	4				
200: Support	61				
300: TV Trucks	25				
301	Ford	E-450	IVB127	1FDXE45F23HB85626	Tampa
302	Ford	F-550	DKMH81	1FDAF56F5YEB20852	Orlando
303	Ford	E-450	IJWP85	1FDXE47F3WHB98130	Tampa
305	International	4300	KQUL24	1HTMMAAM76H239572	Orlando
306	Ford	E-450	600KMQ	1FDXE45P38DA38836	Miami
308	Ford	E-450	2072IM	1FDWE45P68DB04081	Broward
309	Ford	E-450	659VER	1FDAF56R58ED86978	Orlando
310	Ford	F-650	658VER	3FRWF65C68V668017	Orlando
311	Ford	E-450	7612UC	1FDWE45P28DB52810	Orlando
315	Ford	S7A-Envirosight	GHEF33	NM0LS7AN8CT086572	Tampa
316	Ford	S7A-Envirosight	GHDN13	NM0LS7AN6CT086571	Tampa
317	Ford	S7A-Envirosight	GHDN15	NM0LS7AN5CT125215	Miami
318	Ford	S7A-Envirosight	GHDN14	NM0LS7ANXCT125212	Broward
319	Ford	Aries	JSJ114	1FDXE47F4WHA70592	Tampa
320	GMC	Aries	JSJ173	2GDHG31J7N4521889	Broward
321	Ford	Cues	KDLF92	1FDXE4FS7CDA05110	Altair
322	Ford	Cues	KDKT46	1FDXE4FS0EDB00790	Orlando
323	Ford	E-450	CC5381	1FDXE45S87DA05561	JAAMCO
324	Ford	E-450	HW9313	1FDUF4GT1HED81178	JAAMCO
325	Ford	E-450	EH7038	1FDXE4FS8CDA62643	JAAMCO
TS-9	Chevy	C-4500		Video / Seal	Altair



### NASSCO CERTIFICATIONS

	Name	Last Name	Certificate No.	Expiration	Location
1	Alberto Lopez		U-1116-7006063	11/18/19	ORL
3	BELMER	MOLANO	43787		TPA
4	Belmer Molano		U-1116-07006061	11/18/19	Altair
5	Christopher Cole		U-0817-07008963	08/10/20	TPA
6	Edniu Velasquez		U-0817-7008958	08/10/20	Corporate
7	Elver Salgado		U-0817-07008966	08/10/20	Corporate
8	Felvin Figueroa		U-313-17631	11/18/18	ORL
9	Frank Lindner		U-0817-07008961	08/10/20	BRW
10	Hopeton Wellington		U-0817-070R04249	08/10/20	Corporate
12	Jonathan Williams		U-0817-07008964	08/10/20	TPA
13	JOSE	MOLINA	43659		TPA
15	Leyma Matozinhos		T-908-7324	09/28/19	Corporate
16	Luis Sanchez		U-0817-070R04251	08/10/20	MIA
17	Miguel Paloma		U-0817-07008959	08/10/20	MIA
18	Miguel Romaguera		U-0817-070R04250	08/10/20	MIA
19	Nelson Colon		U-0817-7006062	08/10/20	ORL
20	Pedro Ortiz		7006064		ORL
21	Rafael Naveiras		U-1116-07006060	11/18/19	BRW
22	RANDALL	MILLER	44039		TPA
23	Steven Peregrine		U-0817-7008965	08/10/20	TPA

## OFFICIAL DOCUMENT



Regulatory and Economic Resources  
Environmental Resources Management  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893

miamidade.gov

Permit No: LW-000520-2018/2019 (ST)-ST  
Permit Issued To: ENVIROWASTE SERVICES GROUP, INC.  
Facility Location: 21500 S DIXIE HWY  
MIAMI, FL 33189-

Contact Name/Address:  
Attn: Paul Quentel  
ENVIROWASTE SERVICES GROUP, INC.  
18001 OLD CUTLER ROAD #554  
MIAMI, FL 33157-

LIQUID WASTE TRANSPORTERS  
ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from April 01, 2018 through March 31, 2019. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business from the above location, and with the equipment bearing the 49 identifying sticker(s) included with this permit.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. Completed monthly reporting forms (provided by the Department) and corresponding fees shall be submitted to the Department on or before the 20th day of the following month.
2. All waste transported under this permit shall be manifested using the eManifest forms.
3. Information from the required eManifest forms shall be entered online on or before the 20th of the following month using the following link and temporary password: <https://www8.miamidade.gov/apps/rer/LiquidWasteTransporterElectronicManifest/Default>. Temporary Password for new transporters: L@t12345
4. Disposal of waste in Miami-Dade County shall be at a Department approved facility. Hauled waste introduced into a Publicly Owned Treatment Works (POTW) shall be only at locations designated and approved by the Department. No waste shall be deposited at any other site or structure in Miami-Dade County.
5. Only septage, stormwater, portable toilet and grease interceptor waste are authorized to be transported for disposal at a Miami-Dade County Wastewater Treatment Plant (WWTP).
6. The discharge of all hauled waste at a WWTP is subject to Section 24-42.4, General Pretreatment Standards and General Local Prohibitions, and any other applicable requirements established by Miami-Dade County.
7. Transport of non-hazardous waste (other than septage, stormwater, portable toilet and grease interceptor waste) for disposal at a Miami-Dade County Wastewater Treatment Plant (WWTP) shall require prior joint and written approval from this Department and the disposal facility. All approved non-hazardous industrial waste waters (Other Waste) transported shall be listed separately on the eManifest form and Liquid Waste Transporters Monthly Report, detailing name of source, address, date, amount of waste, and location of disposal.
8. Transport of waste to or from Miami-Dade County, regardless of the disposal facility is subject to specific and general conditions of this permit.

Lee N. Hefty, Assistant Director  
Department of Regulatory and Economic Resources,  
Environmental Resources Management

**EXHIBIT "B"**  
**RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:



## BID FORM

### Storm Drainage Cleaning and Closed Circuit Television (CCTV) Inspection Services

BASE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
1	Pipe Cleaning - 12"	Linear Feet	3,284	\$ 1.50	\$ 4,926.00
2	Pipe Cleaning - 15"	Linear Feet	10,877	\$ 2.00	\$ 21,754.00
3	Pipe Cleaning - 18"	Linear Feet	44,241	\$ 2.50	\$ 110,602.50
4	Pipe Cleaning - 20"	Linear Feet	206	\$ 2.75	\$ 566.50
5	Pipe Cleaning - 24"	Linear Feet	13,340	\$ 2.75	\$ 36,685.00
6	Pipe Cleaning - 30"	Linear Feet	7,914	\$ 3.00	\$ 23,742.00
7	Pipe Cleaning - 36"	Linear Feet	6,172	\$ 3.50	\$ 21,602.00
8	Pipe Cleaning - 38"	Linear Feet	267	\$ 4.00	\$ 1,068.00
9	Pipe Cleaning - 42"	Linear Feet	584	\$ 4.00	\$ 2,336.00
10	Pipe Cleaning - 48"	Linear Feet	2,343	\$ 4.00	\$ 9,372.00
11	Drainage Catch Basin Cleaning - depth less than 6-feet	Each	418	\$ 50.00	\$ 20,900.00
12	Drainage Catch Basin Cleaning - depth greater than 6-feet	Each	317	\$ 50.00	\$ 15,850.00
13	Drainage Manhole Cleaning	Each	335	\$ 50.00	\$ 16,750.00
14	Emergency Mobilization	Each	4	\$ 500.00	\$ 2,000.00

**Total Base Bid (sum of items 1 through 14)**

two hundred eighty eight thousand one hundred fifty four dollars

(In Words)

\$ 288,154.00

(In Numbers)

ALTERNATE					
No.	Item	Unit	12-Month Quantity	Unit Price	Extended Amount
15	CCTV Inspection - pipe size less than 21-inch	Linear Feet	58,608	\$ 1.00	\$ 58,608.00
16	CCTV Inspection- pipe size greater than 21-inch	Linear Feet	30,620	\$ 1.50	\$ 45,930.00

**Total Base Plus Alternate Bid (sum of items 1 through 16)**

one hundred four thousand five hundred thirty eight dollars

(In Words)

\$ 104,538.00

(In Numbers)